

T62-0282

February 27, 2001

VIA OVERNIGHT DELIVERY

Mr. Thomas Dorman

Executive Director

Kentucky Public Service Commission

730 Schenkel Lane

Frankfort, Kentucky 40602

RECEIVED

FEB 28 2001

PUBLIC SERVICE
COMMISSION



Re: Extension of Promotional Offering

Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Dorman:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew the following promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Let's Get Connected Promotion

Beginning November 1, 2000 and ending April 30, 2001, Choctaw offers the Let's Get Connected Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1 but with a reduced, non-refundable One-Time Activation Fee of \$29.95, which the Customer must pay in full at the time the Customer makes the initial order for Choctaw's Local Line Service. Upon the Customer's authorization and request for service as well as payment of the promotional installation fee, Choctaw will process the Customer's order for the Local Line Service, and upon confirmation of the installation, Choctaw will invoice the Customer for the first month's Local Line - Live Charge at the rate listed in Section 3.1.1.B. Because Choctaw's Local Line Service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line - Live Charge within ten (10) days of the date of the invoice in order to utilize the service. This promotion will only be offered to new Customers who reside in Choctaw's service area and who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate applies only to the One-Time Activation Fee as described in Section 3.1.1.B and is available only during the above-listed time period. After the expiration of this promotion, the One-Time Activation Fee will return to the non-discounted rate as described in Section 3.1.1.B.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 01 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

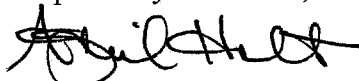
8700 SOUTH GESSNER

HOUSTON, TEXAS 77074

713/779-0692

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self-addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1520.

Respectfully submitted,



April Holt
Regulatory Coordinator

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 01 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

T62-0146

January 30, 2001

VIA OVERNIGHT DELIVERY

Mr. Thomas Dorman
Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, Kentucky 40602

RECEIVED
JAN 31 2001
PUBLIC SERVICE
COMMISSION



Re: Extension of Promotional Offering
Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Dorman:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Let's Get Connected Promotion

Beginning November 1, 2000 and ending February 28, 2001, Choctaw offers the Let's Get Connected Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1 but with a reduced, non-refundable One-Time Activation Fee of \$29.95, which the Customer must pay in full at the time the Customer makes the initial order for Choctaw's Local Line Service. Upon the Customer's authorization and request for service as well as payment of the promotional installation fee, Choctaw will process the Customer's order for the Local Line Service, and upon confirmation of the installation, Choctaw will invoice the Customer for the first month's Local Line - Live Charge at the rate listed in Section 3.1.1.B. Because Choctaw's Local Line Service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line - Live Charge within ten (10) days of the date of the invoice in order to utilize the service. This promotion will only be offered to new Customers who reside in Choctaw's service area and who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate applies only to the One-Time Activation Fee as described in Section 3.1.1.B and is available only during the above-listed time period. After the expiration of this promotion, the One-Time Activation Fee will return to the non-discounted rate as described in Section 3.1.1.B.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

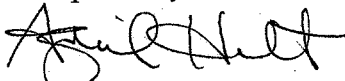
FEB 01 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
HOUSTON, TEXAS 77074
713/779-0692

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self-addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1520.

Respectfully submitted,



April Holt
Regulatory Coordinator

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 01 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

T61-1686

November 28, 2000

VIA OVERNIGHT DELIVERY**Mr. Thomas Dorman**

Executive Director

Kentucky Public Service Commission

730 Schenkel Lane

Frankfort, Kentucky 40602

RECEIVED

NOV 29 2000

PUBLIC SERVICE
COMMISSION

Re: Extension of Promotional Offering

Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Dorman:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Let's Get Connected Promotion

Beginning November 1, 2000 and ending December 31, 2000, Choctaw offers the Let's Get Connected Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1 but with a reduced, non-refundable One-Time Activation Fee of \$29.95, which the Customer must pay in full at the time the Customer makes the initial order for Choctaw's Local Line Service. Upon the Customer's authorization and request for service as well as payment of the promotional installation fee, Choctaw will process the Customer's order for the Local Line Service, and upon confirmation of the installation, Choctaw will invoice the Customer for the first month's Local Line - Live Charge at the rate listed in Section 3.1.1.B. Because Choctaw's Local Line Service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line - Live Charge within ten (10) days of the date of the invoice in order to utilize the service. This promotion will only be offered to new Customers who reside in Choctaw's service area and who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate applies only to the One-Time Activation Fee as described in Section 3.1.1.B and is available only during the above-listed time period. After the expiration of this promotion, the One-Time Activation Fee will return to the non-discounted rate as described in Section 3.1.1.B.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

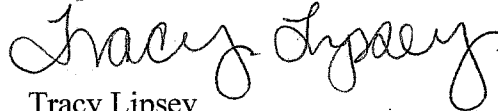
NOV 30 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)BY: Stephan D. Bell
SECRETARY OF THE COMMISSION8700 SOUTH GESSNER
HOUSTON, TEXAS 77074

713/779-0692

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self-addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1538.

Respectfully submitted,



Tracy Lipsey
Regulatory Coordinator

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 30 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

T61-1936

December 28, 2000

VIA OVERNIGHT DELIVERY

RECEIVED

Mr. Thomas Dorman

DEC 29 2000

Executive Director

PUBLIC SERVICE
COMMISSION

Kentucky Public Service Commission

730 Schenkel Lane

Frankfort, Kentucky 40602



Re: Extension of Promotional Offering

Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Dorman:

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Let's Get Connected Promotion

Beginning November 1, 2000 and ending January 31, 2001, Choctaw offers the Let's Get Connected Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1 but with a reduced, non-refundable One-Time Activation Fee of \$29.95, which the Customer must pay in full at the time the Customer makes the initial order for Choctaw's Local Line Service. Upon the Customer's authorization and request for service as well as payment of the promotional installation fee, Choctaw will process the Customer's order for the Local Line Service, and upon confirmation of the installation, Choctaw will invoice the Customer for the first month's Local Line - Live Charge at the rate listed in Section 3.1.1.B. Because Choctaw's Local Line Service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line - Live Charge within ten (10) days of the date of the invoice in order to utilize the service. This promotion will only be offered to new Customers who reside in Choctaw's service area and who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate applies only to the One-Time Activation Fee as described in Section 3.1.1.B and is available only during the above-listed time period. After the expiration of this promotion, the One-Time Activation Fee will return to the non-discounted rate as described in Section 3.1.1.B.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 30 2000

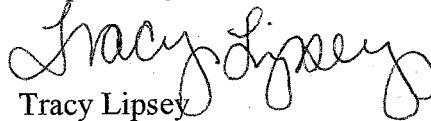
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
HOUSTON, TEXAS 77074

713/779-0692

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self-addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1538.

Respectfully submitted,



Tracy Lipsey
Regulatory Coordinator

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 30 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

October 30, 2000

VIA OVERNIGHT DELIVERY**Mr. Thomas Dorman**

Executive Director

Kentucky Public Service Commission

730 Schenkel Lane

Frankfort, Kentucky 40602

RECEIVED
OCT 31 2000
 PUBLIC SERVICE
 COMMISSION



Re: Introduction of Promotional Offering

Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Dorman:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to introduce a promotional service to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Let's Get Connected Promotion

Beginning November 1, 2000 and ending November 30, 2000, Choctaw offers the Let's Get Connected Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1 but with a reduced, non-refundable One-Time Activation Fee of \$29.95, which the Customer must pay in full at the time the Customer makes the initial order for Choctaw's Local Line Service. Upon the Customer's authorization and request for service as well as payment of the promotional installation fee, Choctaw will process the Customer's order for the Local Line Service, and upon confirmation of the installation, Choctaw will invoice the Customer for the first month's Local Line - Live Charge at the rate listed in Section 3.1.1.B. Because Choctaw's Local Line Service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line - Live Charge within ten (10) days of the date of the invoice in order to utilize the service. This promotion will only be offered to new Customers who reside in Choctaw's service area and who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate applies only to the One-Time Activation Fee as described in Section 3.1.1.B and is available only during the above-listed time period. After the expiration of this promotion, the One-Time Activation Fee will return to the non-discounted rate as described in Section 3.1.1.B.

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

NOV 01 2000

PURSUANT TO 807 KAR 5:011,
 SECTION 9 (1)
 BY: Stephan D. Bee
 SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
 HOUSTON, TEXAS 77074

713/779-0692

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self-addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1513.

Respectfully submitted,



Kevin Allen
Senior Regulatory Analyst

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 01 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

September 22, 2000

VIA OVERNIGHT DELIVERY

Mr. Martin Huelsmann
 Executive Director
 Kentucky Public Service Commission
 730 Schenkel Lane
 Frankfort, Kentucky 40602

RECEIVED

SEP 25 2000

PUBLIC SERVICE
COMMISSION

Re: Extension of Promotional Offering
Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Huelsmann:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Thanks for Your Business Promotion

Beginning May 1, 2000 and ending October 31, 2000, Choctaw offers the Thanks for Your Business Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1, but with the first month's Local Line - Live Charge being reduced to \$29.95. After the initial month of service, Customers will be billed at the standard Local Line - Live Charge of \$49.00 as listed in Section 3.1.1.B. This promotion will only be offered to new Customers in the Company's service area who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate does not include fees associated with service activation and optional features.

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this correspondence to the undersigned directly at (214) 424-1513.

Respectfully submitted,



Kevin Allen
 Senior Regulatory Analyst

Enclosures

cc: Becky Gipson
 Director, Regulatory Affairs



PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

SEP 26 2000

PURSUANT TO 807 KAR 5.011,
 SECTION 9 (1)
 BY: Stephan D. Bell
 SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
 HOUSTON, TEXAS 77074

713/779-0692

T61-0535

April 27, 2000

VIA OVERNIGHT DELIVERY

Mr. Martin Huelsmann
Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, Kentucky 40602

RECEIVED
APR 28 2000
PUBLIC SERVICE
COMMISSION



Re: Promotional Offerings for VarTec Telecom, Inc.
Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Huelsmann:

5009000

Transmitted herewith on behalf of Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") are an original and three (3) copies of the proposed promotional offering for Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Thanks for Your Business Promotion

Beginning May 1, 2000 and ending July 30, 2000, Choctaw offers the Thanks for Your Business Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1, but with the first month's Local Line - Live Charge being reduced to \$29.95. After the initial month of service, Customers will be billed at the standard Local Line - Live Charge of \$49.00 as listed in Section 3.1.1.B. This promotion will only be offered to new Customers in the Company's service area who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate does not include fees associated with service activation and optional features.

The Company respectfully requests an effective date of May 1, 2000 for this promotional offering. Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this filing to the undersigned directly at (214) 424-1513.

Respectfully submitted,

Kevin Allen

Kevin Allen
Regulatory Analyst

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 01 2000

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PURSUANT TO 807 KAR 5:01,
SECTION 9 (1)
BY: *Stephan D. Bue*
SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
HOUSTON, TEXAS 77074

713/779-0692

T61-1177

August 25, 2000

VIA OVERNIGHT DELIVERY

Mr. Martin Huelsmann
Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, Kentucky 40602

RECEIVED
AUG 28 2000
PUBLIC SERVICE
COMMISSION



Re: Extension of Promotional Offering
Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Huelsmann:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Thanks for Your Business Promotion

Beginning May 1, 2000 and ending September 30, 2000, Choctaw offers the Thanks for Your Business Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1, but with the first month's Local Line - Live Charge being reduced to \$29.95. After the initial month of service, Customers will be billed at the standard Local Line - Live Charge of \$49.00 as listed in Section 3.1.1.B. This promotion will only be offered to new Customers in the Company's service area who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate does not include fees associated with service activation and optional features.

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this filing to the undersigned directly at (214) 424-1511.

Respectfully submitted,

Jennifer Goldston
Regulatory Project Manger

Enclosures

cc: Becky Gipson
Director, Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 29 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

Stephen D. Bue

SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER
HOUSTON, TEXAS 77074

713/779-0692

July 24, 2000

VIA OVERNIGHT DELIVERY**Mr. Martin Huelsmann**Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, Kentucky 40602**RECEIVED**
JUL 25 2000
PUBLIC SERVICE
COMMISSIONRe: Extension of Promotional Offering
Choctaw Communications, Inc. d/b/a Smoke Signal Communications®

Dear Mr. Huelsmann:

5009000

Choctaw Communications, Inc. d/b/a Smoke Signal Communications® ("Smoke Signal") intends to renew a promotional service currently offered to Kentucky consumers. The rates, terms and conditions of the promotion are as follows. Section number references correspond to the Company's Tariff No. 1 currently on file with the Kentucky Public Service Commission.

Thanks for Your Business Promotion

Beginning May 1, 2000 and ending August 31, 2000, Choctaw offers the Thanks for Your Business Promotion which has the same features and benefits as the Company's Local Line Service as listed in Section 3.1.1 of Choctaw's Tariff No. 1, but with the first month's Local Line - Live Charge being reduced to \$29.95. After the initial month of service, Customers will be billed at the standard Local Line - Live Charge of \$49.00 as listed in Section 3.1.1.B. This promotion will only be offered to new Customers in the Company's service area who first subscribe to Choctaw's service during the above-stated promotional period. The promotional rate does not include fees associated with service activation and optional features.

The Company respectfully requests an effective date of July 30, 2000 for this promotional offering. Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this letter and return it in the self addressed, postage prepaid envelope provided. Thank you for your attention to this filing. Please direct all questions and correspondence regarding this filing to the undersigned directly at (214) 424-1511.

Respectfully submitted,


Jennifer Goldston
Senior Regulatory Analyst

Enclosures

cc: Becky Gipson
Director, Regulatory AffairsPUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

8700 SOUTH GESSNER

HOUSTON, TEXAS 77074

713/779-0692

ADOPTION NOTICE

The undersigned Choctaw Communications, Inc. of Texas, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing telecommunications service at state wide in the Commonwealth of Kentucky filed with the Public Service Commission of Kentucky by Choctaw Communications, L.C. of Texas and in effect on the 5th day of April, 1999, the date on which the public service business of the said Choctaw Communications, Inc. was taken over by it.

This notice is issued on the 7th day of June, 1999, in conformity with 807 KAR 5:011, Section 10 of the Regulations for filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

Choctaw Communications, Inc.

By:



Ellen Ann G. Sands

Counsel for Choctaw Communications, Inc.

Authorized by K.P.S.C. Order No.: N/A

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 08 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

CHOCTAW COMMUNICATIONS, L.C.

TARIFF NO. 1
ORIGINAL TITLE PAGE

TELECOMMUNICATIONS SERVICES

CHOCTAW COMMUNICATIONS, L.C.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL SERVICES
WITHIN THE COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued: April 16, 1998

Seth Block, Vice-President
Choctaw Communications, L.C.
d/b/a Smoke Signal Communications
8400 South Gessner
Houston, Texas 77074

Effective:

MAY 22 1998

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

TELECOMMUNICATIONS SERVICES

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued: April 16, 1998

Seth Block, Vice-President
Choctaw Communications, L.C.
d/b/a Smoke Signal Communications
8400 South Gessner
Houston, Texas 77074

Effective:
MAY 22 1998

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

CHOCTAW COMMUNICATIONS, INC.
d/b/a SMOKE SIGNAL COMMUNICATIONS ®

TARIFF NO. 1

Fourth Revised Check Sheet No.1
Cancels Third Revised Check Sheet No. 1

CHECK SHEET

Sheets 1 through 36, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>
Check Sheet 1	Fourth *
Check Sheet 2	Fourth *
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Second
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

Issued: March 1, 2002

Effective: March 29, 2002

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Seth Block, Vice-President
Choctaw Communications, Inc.
d/b/a Smoke Signal Communications
8700 South Gessner
Houston, Texas 77074

MAR 29 2002

FILED
SECTION 9(1)
BY Stephen D. Bell
SECRETARY OF THE COMMISSION

CHOCTAW COMMUNICATIONS, INC.
d/b/a SMOKE SIGNAL COMMUNICATIONS ®

TARIFF NO. 1

Fourth Revised Check Sheet No. 2
Cancels Third Check Sheet No. 2

CHECK SHEET, CONT.

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Issued: March 1, 2002

Effective March 29, 2002
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OF KENTUCKY
EFFECTIVE

Seth Block, Vice-President
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MAR 29 2002

FILED
MAR 29 2002
CLERK OF THE COMMISSION

CHOCTAW COMMUNICATIONS, L.C.

TARIFF NO. 1

ORIGINAL PAGE NO. 4

TELECOMMUNICATIONS SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by Choctaw Communications, L.C. (hereinafter "Company"). This tariff is on file with the Kentucky Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

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PURSUANT TO 807 KAR 60.11,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number

Advance Payment: Payment of all or part of a charge required before the start of service.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Kentucky Public Service Commission unless content indicates otherwise.

Company: Choctaw Communications, L.C., a Texas Limited Liability Corporation, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS (continued)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns, that is certified by the commission and was providing basic local exchange service on February 8, 1996.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.82-0192 for the provision and administration of communications services.

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TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS (continued)

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

Recurring Charges: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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Cancels First Page No. 8

SECTION 1 - DEFINITIONS (continued)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff; but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Service Continuation Fee: A one-time charge to extend service beyond the expiration of the prepaid period. Customer may elect to pay fee to avoid a reconnection fee, however Customer will be responsible to pay for all service provided during the service continuation period.

Services: The Company's local telecommunications services offered to the Customer within the Commonwealth of Kentucky.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Toll Restrictions : This feature precludes the user from dialing certain outgoing long distance calls. (N)

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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TELECOMMUNICATIONS SERVICES

SECTION 2- REGULATIONS

2.1. Undertaking of the Company

2.1.1 Scope

2.1.1 A The Company undertakes to furnish intrastate telecommunications services within the Commonwealth of Kentucky under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

2.1.1 B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.13 Terms and Conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after the close of business on the last day to pay as

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TELECOMMUNICATIONS SERVICES

SECTION 2- REGULATIONS (continued)

printed on the most recent shut-off notice or by giving five days prior written notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- 2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.C This tariff shall be interpreted and governed by the laws of the Commonwealth of Kentucky.
- 2.1.3.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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TELECOMMUNICATIONS SERVICES

SECTION 2- REGULATIONS (continued)

2.1.4. Liability of the Company

- 2.1 .4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to finish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings. is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1 .4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order,

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SECTION 2- REGULATIONS (continued)

regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.

2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by and other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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SECTION 2- REGULATIONS (continued)

- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof; unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff; including:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
 2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others: and
 3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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SECTION 2- REGULATIONS (continued)

- 2.1.4.I The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.
- 2.1.4.J THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PECULIAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.4.K The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.L No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.1.4.M With respect to Emergency Number 911 Service:
1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the

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SECTION 2- REGULATIONS (continued)

provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.N The underlying service provider shall intercept all calls to a number listed incorrectly in the telephone directory until a new directory is distributed or a correction sheet is mailed to each customer.

2.1.4.0 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.P When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the

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SECTION 2- REGULATIONS (continued)

Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.A The Company shall use reasonable efforts to make available services to qualified applicants within five (5) business days after receipt of application unless a later date is requested. The Company will notify the applicant of the expected service date. If the Company is not able to connect service on the date expected, the Company shall promptly notify the applicant of the new expected service connection date. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to

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SECTION 2- REGULATIONS (continued)

repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

2.1 .6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff; the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of or defects in, such transmission; or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer- provided network control signaling equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

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SECTION 2 - REGULATIONS (continued)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier.

This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

- 2.2.2 The Company may require a Customer to shut down its transmission of signals after five (5) days of prior written notice, if said transmission is causing interference to others.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A. Placing orders for service.
When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- B. the payment of all applicable charges pursuant to this tariff.

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SECTION 2- REGULATIONS (continued)

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or then or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 .D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or

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SECTION 2- REGULATIONS (continued)

maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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SECTION 2- REGULATIONS (continued)

- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1 C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- 2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to

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SECTION 2- REGULATIONS (continued)

determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for flintier corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. if an entity other than the Company imposes charges on the Company, m addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- 2.5.1.A Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by

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SECTION 2- REGULATIONS (continued)

a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. Choctaw mails statements to each customer 30 days in advance during every billing cycle indicating the due date and the amount that is due. If a bill to the current customer remains unpaid after the close of business on the last day to pay, as printed on the most recent shut-off notice, service is disconnected.

2.5.2.B Customers may pay for service by credit card, an authorized payment agent, or check.

2.5.2.C Company will bill Customer a one-time charge of \$15.00 if Customers check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the

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SECTION 2- REGULATIONS (continued)

Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling or writing to the address below.

2.5.3.A The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service for any of the following:

- 2.5.4.A Upon nonpayment of any regulated amounts owing to the Company after the close of business on the last day to pay, as printed on the most recent shut-off notice, the company may discontinue service.
- 2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving five (5) days prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.
- 2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.
- 2.5.4.D Upon the Customer's abandonment of service, the Company may, with five (5) day prior written notice to the Customer, discontinue service.
- 2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may, with five (5) day prior written notice to the Customer, discontinue or suspend service.

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SECTION 2- REGULATIONS (continued)

2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
4. The customer is not in compliance with a Commission order, delayed payment agreement, or extension agreement with the Company
5. Unauthorized use of service or tampering with the Company's equipment;

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SECTION 2- REGULATIONS (continued)

2.5.4.G In the event that service is discontinued without prior written notice, the Company shall notify the customer of the reason for suspension by first class mail or by leaving a notice at the premises.

2.5.4.H Service may be discontinued after five (5) day prior written notice for, but not limited to the following reasons (The company may deliver the notice to the customers premise, leaving it in a conspicuous place, or if the notice is mailed, the five (5) days begins three (3) days after the date the notice is placed in the U.S. mail, first class.)

1. Use of service for unlawful purposes.
2. Use of service in such a manner as to interfere with the service of other users;
3. Noncompliance with any provisions of this tariff if the noncompliance is not corrected within that five (5) day period;
4. The customer has not paid a billed charge associated with providing service; or
5. Refusing to grant the Company access to its equipment at reasonable times.

2.5.4.I The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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SECTION 2- REGULATIONS (continued)

2.5.5 Credit Allowance - Directory

Subject to the provisions of Section 2.1.4 of this tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.5.6 Bad Check Charge

Carrier will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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SECTION 2- REGULATIONS (continued)

2.6 Allowances for Interruptions in Service

When the use of service or facilities finished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

2.6.1.A Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

2.6.1.B Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

2.6.1.C For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the

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SECTION 2- REGULATIONS (continued)

interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2- REGULATIONS (continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.A Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.B where, prior to cancellation by the Customer, the company occurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been charge able to the Customer had service begun.

2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

2.7.2.A To cancel or terminate service, a customer must provide the Company with five (5) days notice.

2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

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1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Recurring Charges for the applicable notice period.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers.

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900.976).

The Company adopts the exchange maps and legal descriptions filed with the Commission by Southwestern Bell Telephone Company.

3.1.1 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The Service does not include any long distance service or other toll services. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number.

3.1.1.A Standard Features

Each Local Line Customer is provided with only local exchange service (as defined by 3.1 and 3.1.1 above).

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Continued)

3.1.1.B. Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below. All taxes, surcharges and other fees are included in the base rate of the charges as described herein.

1. One-Time Activation Fee
One-Time Activation Fee \$79.00

The One-Time Activation Fee must be paid in full at the time the Customer makes the initial order for Choctaw's Local Line service.

2. Miscellaneous Fixed One-Time Charges
- | | | |
|---------------------------------|---------|-----|
| Change Telephone Number | \$35.00 | (N) |
| Transfer Account to New Address | \$39.95 | (N) |
| Change Calling Features | \$16.00 | (N) |
| Service Continuation Fee | \$10.00 | (N) |

3. Recurring Charges
Local Line - Live Charge \$79.00

Upon installation of a new account, Choctaw will invoice the Customer for the first month's Local Line-Live Charge at the above-listed rate. Customers are obligated to remit payment for the first month's Local Line-Live Charge within ten (10) days. Because Choctaw's Local Line service is a prepaid local telephone service which is used and purchased on a month-to-month basis, Customers are obligated to remit payment for the Local Line-Live Charge in advance of the services being rendered.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Continued)

3.1.1.B. Local Line Rates and Charges

4. Optional Features

	<u>Monthly</u>
Call Waiting	\$5.00
Call Forwarding	\$5.00
Three-Way Calling	\$5.00
Auto Busy Redial	\$5.00
Last Call Return	\$5.00
Toll Restriction	\$5.00
Caller ID	\$10.00
Anonymous Call Reject	\$5.00
Non-Published Number	\$5.00
Busy Line/Don't Answer	\$5.00
Customer Alerting	
Enablement	\$5.00
Local Plus	\$40.00
(Provides one-way, expanded local calling area, where available)	
Metro Line	\$40.00
(Provides two-way, expanded local calling area, where available)	

(N)

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(N/C = No Charge)

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (continued)

3.1.1.C Access to Long Distance

Long distance service may be accessed by customer only through the use of prepaid calling cards or PIN 800 numbers which must be ordered from the company.

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (continued)

3.2 Directory Listings (continued)

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3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	.35

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>
Primary Listing (one number)	.35

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (continued)

3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4 Promotional Offerings

The Company, from time to time, will file promotional offerings with the Commission which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

3.4.1 **One-Time Activation Fee Promotion**

(N)

Beginning March 29, 2002 and ending October 1, 2002, Choctaw offers the One-Time Activation Fee Promotion. The One-Time Activation fee for all new customers will be decreased from \$65.00 to \$39.95.

3.5 Customer Service

Customer service is available by calling 800-597-4130 or by writing the Company at 8700 South Gessner, Houston, Texas 77074.

3.6 Local Directory Assistance Rates .30 per call

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